

KAZEROUNI LAW GROUP, APC

Abbas Kazerounian, Esq. (249203)

ak@kazlg.com

Pamela E. Prescott, Esq. (328243)

pamela@kazlg.com

245 Fischer Avenue, Unit D1

Costa Mesa, CA 92626

Telephone: (800) 400-6808

Facsimile: (800) 520-5523

[Additional Counsel On Signature Page]

Attorneys for Plaintiff,

Jessica Bautista

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

**JESSICA BAUTISTA,
Individually and On Behalf of All
Others Similarly Situated,**

Plaintiff,

v.

**MERLIN ENTERTAINMENTS
GROUP U.S. HOLDINGS INC., a
Delaware Corporation; and
LEGOLAND CALIFORNIA, LLC, a
Delaware limited liability company**

Defendants.

Case No.: '20CV1128 GPC LL

**CLASS ACTION COMPLAINT
FOR VIOLATIONS OF:**

- 1) CONSUMER LEGAL
REMEDIES ACT, CAL. CIVIL
CODE §§ 1750, ET SEQ.;**
 - 2) UNFAIR COMPETITION LAW,
CAL. BUS. & PROF. §§ 17200,
ET SEQ.;**
 - 3) UNJUST ENRICHMENT**
- JURY TRIAL DEMANDED**

INTRODUCTION

1
2 1. Plaintiff JESSICA BAUTISTA (“Ms. Bautista,” or “Plaintiff”),
3 individually and on behalf of all others similarly situated, brings this action for
4 damages and injunctive relief, and any other available legal or equitable remedies,
5 resulting from the unlawful practices and conduct of Defendants MERLIN
6 ENTERTAINMENTS GROUP U.S. HOLDINGS INC. (“Merlin U.S.”), and
7 LEGOLAND CALIFORNIA, LLC (“Legoland LLC”) (together “Legoland” or
8 “Defendants”) in violation of: (1) California’s Consumer Legal Remedies Act
9 (“CLRA”), Cal. Civ. Code §§ 1750, *et seq.*; (2) California’s Unfair Competition
10 Law (“UCL”), Bus. & Prof. Code §§ 17200, *et seq.*; and (3) for Unjust
11 Enrichment.

12 2. This action arises out of unfair and unlawful business practices
13 stemming from the current COVID-19 global pandemic which has resulted in the
14 closure of theme parks and other attractions throughout the United States.

15 3. The Center for Disease Control and Prevention (“CDC”) has
16 classified COVID-19 as a serious threat to the health and safety of the public, and
17 the World Health Organization declared the COVID-19 outbreak to be a
18 pandemic.

19 4. Plaintiff alleges the following based upon personal knowledge as to
20 herself and her own acts, and on information and belief as to all other matters,
21 including, the investigation conducted by and through her attorneys which
22 includes, without limitation, a review of Defendant’s public documents,
23 announcements, and wire and press releases published by and regarding
24 Defendants, and information readily obtainable on the internet.

JURISDICTION

25
26 5. Jurisdiction is proper under 28 U.S.C. § 1332(d) (“CAFA”), which
27 provides for original jurisdiction of the federal courts of any class action in which
28 any member of the class is a citizen of a state different from the defendant, and in

1 which the matter in controversy exceed, in the aggregate, the sum of \$5,000,000,
2 exclusive of interest and costs.

3 6. Upon information and belief, many members of the proposed Classes
4 are residents of states other than California.

5 7. Upon information and belief, the total claims of individual members
6 in this action are in excess of \$5,000,000, where Plaintiff seeks a refund of the
7 purchase price of hotel reservations and other services, which, when aggregated
8 among the proposed class in the several thousands, exceeds the \$5,000,000
9 threshold.

10 8. Upon information and belief, Merlin U.S. is a Delaware corporation.

11 9. Upon information and belief, Legoland LLC is a Delaware limited
12 liability company.

13 10. This Court has general and specific personal jurisdiction over
14 Defendants because Defendants conduct business in the County of San Diego,
15 State of California; and, upon information and belief Defendants main offices are
16 located at 1 Legoland Drive, Carlsbad, CA 92008.

17 **VENUE**

18 11. Venue is proper in the United States District Court for the Southern
19 District of California pursuant to 18 U.S.C. § 1391(b)(2) because a substantial part
20 of the events giving rise to the claims occurred within this judicial district and the
21 Defendants conduct substantial business within this judicial district.

22 **PARTIES**

23 12. At all times relevant, Plaintiff was and is an individual residing in the
24 State of California.

25 13. Defendants are a part of a multinational attractions company that
26 owns, manages, and operates a portfolio of attractions across the world including
27 theme parks and related facilities throughout the United States, including
28

1 Legoland California and other theme parks in the United States.

2 14. Plaintiff alleges that at all times relevant herein, Defendants
3 conducted business in the State of California, in the County of San Diego, and
4 within this judicial district, including but not limited to trade or commerce through
5 advertising and offering various goods and services to consumers in California
6 and throughout the United States.

7 **FACTUAL ALLEGATIONS**

8 15. On or about March 6, 2020 Ms. Bautista purchased a two-night stay
9 in a Princess Deluxe Room at the Legoland Castle Hotel located in Carlsbad,
10 California for May 15, 2020 through May 17, 2020.

11 16. Said hotel reservation came with four 3-day tickets to Legoland’s
12 California theme park, sea life, and water park.

13 17. Ms. Bautista additionally purchased a Legoland Castle Hotel
14 Birthday Package to be delivered the day of check-in.

15 18. In total, Ms. Bautista paid close to \$1,900 to Defendants for such
16 goods or services.

17 19. Mere days after this purchase, Governor Gavin Newsom issued a
18 Stay at Home Order, requiring Californians to stay at home in their place of
19 residence.¹ Governor Newsom acknowledged that in the early weeks of March
20 2020, COVID-19 “rapidly spread through California, necessitating the need for
21 more stringent guidelines.”²

22 20. The rapid spread of the COVID-19 pandemic caused hundreds of
23 thousands of people to fall ill, led to record high unemployment numbers, and
24 critically damaged the stability of the stock market. As a result, many companies
25

26 ¹ Executive Department State of California, Executive Order N-33-20, (March 19,
27 2020), [https://www.gov.ca.gov/wp-content/uploads/2020/03/3.19.20-attested-EO-](https://www.gov.ca.gov/wp-content/uploads/2020/03/3.19.20-attested-EO-N-33-20-COVID-19-HEALTH-ORDER.pdf)
28 [N-33-20-COVID-19-HEALTH-ORDER.pdf](https://www.gov.ca.gov/wp-content/uploads/2020/03/3.19.20-attested-EO-N-33-20-COVID-19-HEALTH-ORDER.pdf).

² *Id.*

1 experienced serious financial burdens as a direct result of the pandemic.

2 21. Ms. Bautista could not have foreseen the rapid spread of COVID-19,
3 nor could they have imagined such drastic measures would be implemented to
4 prevent the spread of the virus.

5 22. Immediately following the Order issued by Governor Newsom, Ms.
6 Bautista contacted Legoland to cancel her upcoming hotel reservation and
7 requested a refund due to the extenuating circumstances.

8 23. On or about March 27, 2020, Legoland responded to Ms. Bautista's
9 inquiry stating that she could not receive a refund for her upcoming stay. Ms.
10 Bautista insisted that she did not want to risk her and her family's health by
11 traveling to Legoland during a pandemic.

12 24. Legoland eventually, after numerous correspondences, offered to
13 simply "reschedule" Ms. Bautista's trip. Due to the rapid and everchanging nature
14 of the current national health crisis, Ms. Bautista again requested a refund.
15 Legoland once again refused to honor this reasonable request.

16 25. Legoland California, including its onsite hotels, resorts, and theme
17 parks, have remained closed to the public since March 2020.³ Thus, even if Ms.
18 Bautista desired to follow through with her May 15, 2020 trip to Legoland, she
19 was prevented from doing so due to the indefinite closure of Legoland's hotels
20 and theme parks by Defendants.

21 26. The closure of the park should have meant that ticketholders and
22 customers who reserved hotels were refunded their money in full, which money
23 that in many cases was needed by consumers to pay for food, rent, healthcare
24 costs, and other basic necessities during the COVID-19 pandemic.

25 27. As a result of Defendants' knowing and willful failure to provide Ms.

26 _____
27 ³ Legoland Vacations, Notification of Temporary Closure,
28 <https://vacations.legoland.com/california/booking/package/search.html> (last
visited June 10, 2020).

1 Bautista with a refund during a global pandemic for its own economic gain, Ms.
2 Bautista has suffered loss of money and actual damages due to Legoland's unfair
3 and unlawful business practices.

4 28. As a consequence of Legoland's unfair and deceptive practices, Ms.
5 Bautista and other consumers similarly situated paid Legoland under the false
6 impression that Legoland would provide the goods and services purchased, or
7 that Legoland would provide refunds in the event the theme part was closed,
8 including due to a public health crisis causing closure of the facilities indefinitely
9 to the public.

10 29. Ms. Bautista's case is one of the many of consumers who were not
11 provided a refund after closure of the theme park and related services due to no
12 fault of their own.

13 30. Defendants exploited Mr. Bautista and similarly situated customers
14 during a global health crisis simply to enrich themselves.

15 **CLASS ACTION ALLEGATIONS**

16 31. Plaintiff brings this action on behalf of Plaintiff and all others
17 similarly situated (the "National Class" and "California Class").

18 32. Plaintiff represents, and is a member of, the National Class, pursuant
19 to Fed. R. Civ. P. 23(b)(2) and/or (b)(3), which is defined as follows:
20

21 All persons in the United States who purchased hotel
22 reservations, vacation packages or related goods or
23 services from or for any of Defendants' attractions and
24 theme parks for dates the attractions and theme parks
were closed.

25 33. Plaintiff represents, and is a member of, the California-Class,
26 pursuant to Fed. R. Civ. P. 23(b)(2) and/or (b)(3), which is defined as follows:
27

28 All persons in the United States who purchased hotel

1 reservations, vacation packages or related goods or
2 services from or for any of Defendants' attractions and
3 theme parks in California for dates the attractions and
4 theme parks were closed.

5 34. The National Class and California Class are jointly referred to as the
6 "Classes."

7 35. Excluded from the Classes are: (1) Defendant, any entity or division
8 in which Defendant has a controlling interest, and their legal representatives,
9 officers, directors, assigns, and successors; (2) the Judge to whom this case is
10 assigned and the Judge's staff; and (3) those persons who have suffered personal
11 injuries as a result of the facts alleged herein.

12 36. Plaintiff reserves the right to redefine the Classes, including but not
13 limited to expanding the class definition and adding one or more subclasses as
14 appropriate based on discovery and specific theories of liability.

15 37. The Class that Plaintiff seeks to represent contains numerous
16 members and is clearly ascertainable including, without limitation, by using
17 Defendant's records to determine the size of the Classes and to determine the
18 identities of individual members of the Classes.

19 **Numerosity**

20 38. The members of the Classes are so numerous that joinder of all
21 members would be unfeasible and impractical. The membership of the Class is
22 currently unknown to Plaintiff at this time. However, on information and belief,
23 the class is likely to consist of several thousands, if not tens of thousands.
24 Members of the Classes members can easily be identified through Defendants'
25 records. The disposition of their claims in a class action will provide substantial
26 benefits to the parties and the Court.

27 **Commonality**

28 39. There are questions of law and fact common to the Classes that

1 predominate over any questions affecting only individual members of the Classes.
2 Those common questions of law and fact include, without limitation, the
3 following:

- 4 a) Whether Defendant continued to charge Plaintiff and the members
5 of the Classes for good or services that were not rendered;
- 6 b) Whether Defendants knowingly or intentionally failed to provide
7 Plaintiff and the members of the Classes a full refund of all
8 monies paid to Defendants during times the attractions and/or
9 theme parks were closed;
- 10 c) Whether Defendants' conduct constituted an unfair business
11 practice;
- 12 d) Whether Defendants' conduct constituted an unlawful business
13 practice;
- 14 e) Whether Defendants misrepresented their products and services to
15 include characteristics, uses, or benefits which they do not have;
- 16 f) Whether Defendants misrepresented that their products and services
17 were the subject of a transaction, which had been supplied in
18 accordance with previous representations when they had not;
- 19 g) Whether Defendant's conduct, practices, and misrepresentations
20 related to the marketing, advertising, and sales of hotel
21 reservations and tickets for their goods and services were unfair,
22 deceptive, confusing, misleading, and/or unlawful in any respect,
23 thereby violating the UCL and other applicable state law;
- 24 h) Whether Plaintiff and the members of the Classes are entitled to
25 rescission, restitutionary, injunctive, declaratory, or other relief;
26 and,
- 27 i) Whether members of the Classes are entitled to any such further
28 relief as the Court deems appropriate.

1 **Typicality**

2 40. Plaintiff is qualified to, and will, fairly and adequately protect the
3 interests of each member of the Classes with whom they are similarly situated,
4 and Plaintiff's claims (or defenses, if any) are typical of all Class members' as
5 demonstrated herein.

6 41. Plaintiff represents and is a Class member of the Class because
7 Plaintiff paid Defendants money to for a hotel reservation and related services at
8 Defendants' theme park and hotel which were not rendered due to closure
9 stemming from the COVID-19 pandemic, and Plaintiff refused a refund by
10 Defendants despite multiple requests for a refund. Consequently, the claims of
11 Plaintiff are typical of the claims of Class members and Plaintiff's interests are
12 consistent with and not antagonistic to those of the other Class members whom
13 Plaintiff seeks to represent.

14 42. Plaintiff and all members of the Class have been impacted by, and
15 face continuing harm arising out of, Defendants' violations or misconduct as
16 alleged herein.

17 **Adequacy**

18 43. Plaintiff is qualified to, and will, fairly and adequately protect the
19 interests of each Class member with whom Plaintiff is similarly situated, as
20 demonstrated herein.

21 44. Plaintiff acknowledges that Plaintiff has an obligation to make
22 known to the Court any relationship, conflicts, or differences with any Class
23 member.

24 45. Plaintiff's attorneys, the proposed class counsel, are versed in the
25 rules governing class action discovery, certification, and settlement. In addition,
26 the proposed class counsel is experienced in handling claims involving consumer
27 actions and violations of the causes of action asserted. Plaintiff has incurred, and
28 throughout the duration of this action, will continue to incur costs and attorneys'

1 fees that have been, are, and will be, necessarily expended for the prosecution of
2 this action for the substantial benefit of each Class member.

3 46. Neither Plaintiff nor Plaintiff's counsel have any interests adverse to
4 those of the other Class members.

5 **Predominance**

6 47. Questions of law or fact common to the members of the Class
7 predominate over any questions affecting only individual members of the class.
8 The elements of the legal claims brought by Plaintiff and members of the Class
9 are capable of proof at trial through evidence that is common to the class rather
10 than individual to its members.

11 **Superiority**

12 48. A class action is superior to other available methods for the fair and
13 efficient adjudication of this controversy because individual litigation of the
14 claims of all Class members is impracticable and questions of law and fact
15 common to the Class predominate over any questions affecting only individual
16 members of the Class. Even if every individual Class member could afford
17 individual litigation, the court system could not. It would be unduly burdensome
18 to the courts if individual litigation of the numerous cases were to be required.

19 49. Individualized litigation also would present the potential for varying,
20 inconsistent, or contradictory judgments, and would magnify the delay and
21 expense to all parties and to the court system resulting from multiple trials of the
22 same factual issues. By contrast, conducting this action as a class action will
23 present fewer management difficulties, conserve the resources of the parties and
24 the court system, and protect the rights of each Class member. Further, it will
25 prevent the very real harm that would be suffered by numerous Class members
26 who will be unable to enforce individual claims of this size on their own, and by
27 Defendants' competitors, who will be placed at a competitive disadvantage
28 because they chose to obey the law. Plaintiff anticipates no difficulty in the

1 management of this case as a class action.

2 50. The prosecution of separate actions by individual Class members
3 may create a risk of adjudications with respect to them that would, as a practical
4 matter, be dispositive of the interests of other Class members not parties to those
5 adjudications, or that would otherwise substantially impair or impede the ability of
6 those non-party Class members to protect their interests.

7 51. The prosecution of individual actions by members of the Classes
8 would establish inconsistent standards of conduct for Defendants.

9 52. Defendants have acted or refused to act in ways generally applicable
10 to the Class, thereby making appropriate final and injunctive relief or
11 corresponding declaratory relief with regard to members of the Class as a whole.
12 Likewise, Defendants' conduct as described above is unlawful, is capable of
13 repetition, and will continue unless restrained and enjoined by the Court.

14 53. The Class may also be certified because:

15 (a) the prosecution of separate actions by individual Class members
16 would create a risk of inconsistent or varying adjudication with
17 respect to individual Class members, which would establish
18 incompatible standards of conduct for Defendants;

19 (b) the prosecution of separate actions by individual Class members
20 would create a risk of adjudications with respect to them that
21 would, as a practical matter, be dispositive of the interests of other
22 Class members not parties to the adjudications, or substantially
23 impair or impede their ability to protect their interests; and,

24 (c) Defendants have acted or refused to act on grounds generally
25 applicable to the Class, thereby making appropriate final and
26 injunctive relief with respect to the members of the Class as a
27 whole.

28 54. This suit expressly is not intended to request any recovery for

1 personal injury and claims related thereto.

2 **FIRST CAUSE OF ACTION**

3 **VIOLATION OF CAL. CIV. CODE §§ 1750, *ET SEQ.***

4 **[CALIFORNIA CONSUMERS LEGAL REMEDIES ACT (“CLRA”)]**

5 55. Plaintiff incorporates by reference all of the above paragraphs of this
6 Complaint as though fully stated herein.

7 56. The Consumers Legal Remedies Act (“CLRA”) applies to
8 Defendant’s actions and conduct as described herein because it extends to
9 transactions that are intended to result, or which have resulted, in the sale of goods
10 or services to consumers.

11 57. Defendants are “persons” as defined by Cal. Civ. Code § 1761(c).

12 58. Plaintiff and each member of the Class are “consumers” as defined
13 by Cal. Civ. Code § 1761(a).

14 59. The tickets and vacation packages, such as the Legoland Castle Hotel
15 Birthday Package, constitute “goods” within the meaning of Cal. Civ. Code §
16 1761(a).

17 60. Further, access to Defendants’ hotels, theme parks, attractions, and
18 related offerings are “services” within the meaning of Cal. Civ. Code § 1761(b).

19 61. As described herein, Defendants have engaged in deceptive practices,
20 unlawful methods of competition, and/or unfair acts as defined by Cal. Civ. Code
21 §§ 1750 *et seq.*, to the detriment of Plaintiff and the Class.

22 62. Defendants, acting with knowledge, intentionally, and unlawfully
23 brought harm upon Plaintiff and the Classes by knowingly and/or purposefully
24 failing to properly disclose that they would not provide refunds to those who
25 purchased hotel stays or theme park tickets during Legoland’s indefinite closure.

26 63. Defendants, acting with knowledge, intentionally, and unlawfully
27 brought harm upon Plaintiff and the Classes by knowingly and/or purposefully
28

1 failing to provide refunds to those who purchased hotel stays or theme park tickets
2 during Legoland's indefinite closure, including following a reasonable request for
3 a refund.

4 64. Specifically, by not providing Plaintiff and members of the Classes
5 with a monetary refund due to cancellations by Defendants, Defendants violated
6 Cal. Civ. Code § 1750 in at least the following respects:

- 7 a) In violation of § 1770(a)(5), by representing that Defendants'
8 hotel reservations and related services have characteristics, uses,
9 or benefits that it does not have;
- 10 b) In violation of § 1770(a)(7), by Defendants misrepresenting the
11 standard, quality or grade of the goods or service purchased;
- 12 c) In violation of § 1770(a)(9), Defendants advertising good or
13 services with the intent not to sell them as advertised; and,
- 14 d) In violation of § 1770(a)(14), by representing that payment to
15 Defendants for a hotel reservation confers or involves rights,
16 remedies, or obligations that it does not have or involve, or that
17 are prohibited by law.

18 65. The facts concealed or not disclosed by Defendants to Plaintiff and
19 the Class, including that if the hotel and parks were closed due to a global
20 pandemic or other nationwide disaster, Defendants would refuse to issue refunds
21 to affected customers.

22 66. Plaintiff and the Classes reasonably expected that their reservations
23 would be refunded in the event of a nationwide pandemic requiring Defendants to
24 close their hotels and venues.

25 67. Through the conduct or omissions detailed herein, Defendants
26 wrongfully induced Plaintiff and the other members of the Class to pay
27 Defendants for hotel reservations when they otherwise would not have paid it if
28 they been warned that the hotel and venue would not be open for the dates

1 purchased;

2 68. Through the conduct or omissions detailed herein, Defendants
3 wrongfully induced Plaintiff and the other members of the Class to pay
4 Defendants for hotel reservations when they otherwise would not have paid it if
5 they knew they would not be entitled to a refund in the event of closure of
6 Defendants' hotel and venue due to a global pandemic.

7 69. Through the conduct or omissions detailed herein, Defendants
8 wrongfully induced Plaintiff and the other members of the Class to pay
9 Defendants for hotel reservations when they otherwise would not have paid it if
10 they knew they the hotel and attractions did not have characteristics or benefits as
11 promised.

12 70. As a direct and proximate result of Defendants' violations of Cal.
13 Civ. Code §§ 1750, *et seq.*, Plaintiff and each member of the Classes have
14 suffered harm in the form of paying monies to Defendants for hotel reservations
15 and related offerings and Defendants' withholding of said money when they
16 otherwise would not have paid for it if they knew that they would not be entitled
17 to a refund due to closures required by a global pandemic.

18 71. Plaintiff intends to serve on Defendants a demand for corrective
19 pursuant to Cal. Civ. Code § 1782.

20 72. This claim is for equitable relief only at this time. Plaintiff reserves
21 the right to amend the complaint in the future to plead money damages if the
22 Defendants do not appropriately remedy their CLRA violations following a 30-
23 day grace period.

24 73. Attached hereto as Exhibit A is a sworn declaration from Plaintiff
25 pursuant to Cal. Civ. Code § 1780(d).

26 74. Under Cal. Civ. Code § 1780(a) and (b), Plaintiff, individually and
27 on behalf of the Class, seeks an injunction requiring Defendants to cease and
28 desist the illegal conduct alleged in this Complaint, and all other appropriate

1 remedies for its violations of the CLRA.

2 **SECOND CAUSE OF ACTION**

3 **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *ET SEQ.***

4 **[CALIFORNIA’S UNFAIR COMPETITION LAW (“UCL”)]**

5 75. Plaintiff incorporates by reference all of the above paragraphs of this
6 Complaint as through fully stated herein.

7 76. Plaintiff and Defendants are each “person[s]” as defined by
8 California Business & Professional Code § 17201.

9 77. California Business & Professional Code § 17204 authorizes a
10 private right of action on both an individual and representative basis.

11 78. “Unfair competition” is defined by Business and Professions Code
12 Section § 17200 as encompassing several types of business “wrongs”: (1) an
13 “unlawful” business act or practice, (2) an “unfair” business act or practice, (3) a
14 “fraudulent” business act or practice, and (4) “unfair, deceptive, untrue or
15 misleading advertising.” The definitions in § 17200 are drafted in the disjunctive,
16 meaning that each of these “wrongs” operates independently from the others.

17 79. By and through Defendants’ conduct alleged in further detail above
18 and herein, Defendant engaged in conduct that constitutes (a) unlawful, (b) unfair,
19 and (c) fraudulent business practices prohibited by Bus. & Prof. Code § 17200 *et*
20 *seq.*

21 ***(a) Unlawful” Prong***

22 80. Defendants have committed acts of unfair competition, including
23 those described above, by engaging in a pattern of “unlawful” business practices,
24 within the meaning of Business & Professional Code §§ 17200, *et seq.*, in that
25 they violate as described her within at least the following law: The Consumers
26 Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*

27 ***(b) “Unfair” Prong***

28 81. Defendants’ actions, representations or omissions constitute an

1 "unfair" business act or practice under Business & Professions Code §17200, *et*
2 *seq.* in that Defendant's conduct is substantially injurious to consumers, offends
3 public policy, and is immoral, unethical, oppressive, and unscrupulous as the
4 gravity of the conduct outweighs any alleged benefits attributable to such conduct.

5 82. Without limitation, it is an unfair business act or practice for
6 Defendants to close their parks and attractions without offering monetary refunds
7 to customers who purchased tickets or made hotel reservations that could no
8 longer be used as scheduled due to the closures.

9 83. Such conduct by Defendants is "unfair" because it offends
10 established public policy and/or is immoral, unethical, oppressive, unscrupulous
11 and/or substantially injurious to consumers in that consumers are led to believe
12 that in the event of a nationwide pandemic and closure of facilities, they would
13 receive a refund for services they could no longer use.

14 84. Plaintiffs could not have reasonably avoided the injury they suffered.
15 Indeed, immediately after Plaintiff was on notice of the closures due to COVID-
16 19 and Governor Newsom's Order, Plaintiff urgently contacted Defendant
17 requesting a refund but was denied a refund.

18 85. Plaintiff reserves the right to allege further conduct that constitutes
19 other unfair business acts or practices. Such conduct is ongoing and continues to
20 this date, as Defendant continues to refuse to provide Plaintiff, and those similarly
21 situated, with refunds.

22 ***(c) "Fraudulent" Prong***

23 86. Defendants' actions, representations or omissions constitute an
24 "fraudulent" business act or practice under Business & Professions Code §17200,
25 *et seq.* in terms of their online marketing and advertising of the hotel and related
26 packages and services were likely to deceive a reasonable consumer by
27 misleading them to believe they would only be charged for goods or services that
28 they would actually have access to.

THIRD CAUSE OF ACTION

UNJUST ENRICHMENT

1
2
3 87. Plaintiff incorporates by reference all of the above paragraphs of this
4 Complaint as though fully stated herein.

5 88. Plaintiff brings this claim individually and on behalf of the members of
6 the Classes against Defendants.

7 89. “Under California law, the elements of unjust enrichment are: (a)
8 receipt of a benefit; and (b) unjust retention of the benefit at the
9 expense of another.” *Valencia v. Volkswagen Grp. Of Am. Inc.*, No. 15-
10 CV-00887-HSG, 2015 WL 4747533 at *8 (N.D. Cal. Aug. 11, 2015).

11 90. Plaintiff and members of the Classes conferred non-gratuitous benefits
12 upon Defendants by purchasing hotel reservations, tickets,
13 memberships, and other packages, thereby significantly increasing
14 Defendants’ revenue and profits, thereby unjustly enriching Defendants
15 at the expense of and to the detriment of Plaintiff and the members of
16 the Classes.

17 91. Defendants’ retention of any benefit collected from Plaintiff’s and
18 Class Member’s payments to Defendants, either directly or indirectly,
19 violated principles of justice, equity, and good conscience. Thus,
20 Defendants have been unjustly enriched and Plaintiff and Class
21 Members are entitled to recover from Defendants all amounts that
22 Defendants have wrongfully and improperly obtained.

23 92. As a result of Defendant’s unlawful practices, Plaintiff and Class
24 Members have suffered concrete harm and injury. Plaintiff and Class
25 Members are therefore entitled to seek disgorgement and restitution of
26 wrongful profits, revenue, and benefits conferred upon Defendants in a
27 manner established by this Court.

28 93. Plaintiffs and Class Members request the Court enter an order awarding

1 Plaintiff and the Class Members Restitution, damages, and that they are
2 entitled to recover their reasonable attorney’s fees.

3 94. Plaintiffs and Class Members therefore also seek pre-and-post-
4 judgement interest and attorney’s fees and costs as allowed by statute,
5 including without limitation those recoverable under Cal. Code Civ.
6 Proc. § 1021.5, any common law “private attorney general” equitable
7 doctrine, any “common fund” doctrine, any “substantial benefit”
8 doctrine, and/or any equitable principles of contribution and/or other
9 methods of awarding attorney’s fees and costs.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff, on behalf of himself and members of the Class,
12 prays for the following relief against Defendants, and each of them:

- 13 • That this action be certified as a Class Action, establishing the Classes
- 14 and any appropriate sub-classes that the Court may deem appropriate;
- 15 • Appointing Plaintiff as the representative of the Classes;
- 16 • Appointing the law firms representing Plaintiff as Class Counsel;
- 17 • That the Court find and declare that Defendants have violated the UCL
- 18 and committed unfair, unlawful, and/or deceptive business practices;
- 19 • An order requiring Defendants to pay restitution to Plaintiff and the Class
- 20 due to Defendant’s UCL violations, pursuant to Cal. Bus. & Prof. Code
- 21 §§ 17200-17205 in the amount of the money paid to Defendants not
- 22 refunded;
- 23 • An order requiring imposition of a constructive trust and and/or
- 24 disgorgement of Defendants’ ill-gotten gains and to pay restitution to
- 25 Plaintiff and all members of the Class and to restore to Plaintiff and
- 26 members of the Class all funds acquired by means of any act or practice
- 27 declared by this court to be an unlawful, fraudulent, or unfair business
- 28 act or practice, in violation of laws, statutes or regulations, or

1 constituting unfair competition;

- 2 • An Order enjoining Defendants from continuing the wrongful conduct
3 alleged herein and be required to comply with all applicable laws;
4 • Actual damages;
5 • Punitive damages;
6 • Costs of suit;
7 • Pre-Judgment and Post-Judgment interest;
8 • An award of reasonable attorneys' fees for Plaintiff and the Class
9 pursuant to Code of Civil Procedure § 1021.5, and California Civil Code
10 § 1780, the private attorney general doctrine, and/or any other applicable
11 law; and,
12 • Any and all other relief as this Court may deem necessary or appropriate.

13
14 **JURY DEMAND**

15 95. Pursuant to the Seventh Amendment to the Constitution of the United
16 States of America, Plaintiff is entitled to, and demands, a trial by jury.

17
18 Dated: June 19, 2020

Respectfully submitted,

19
20 **KAZEROUNI LAW GROUP, APC**

21 By: /s/ Abbas Kazerounian
22 ABBAS KAZEROUNIAN, ESQ.
23 ak@kazlg.com
24 ATTORNEY FOR PLAINTIFF
25
26
27
28

1 **LAW OFFICES OF TODD M. FRIEDMAN, P.C.**

2 Todd M. Friedman (SBN: 216752)

3 tfriedman@ toddflaw.com

4 Thomas E. Wheeler (SBN: 308789)

5 twheeler@toddfllaw.com

6 21550 Oxnard St., Suite 780

7 Woodland Hills, CA 91367

8 Telephone: (877) 206-4741

9 Facsimile: (866) 633-0228

10 **Additional Plaintiff's Counsel**

11 **KAZEROUNI LAW GROUP, APC**

12 Jason A. Ibey, Esq. (284607)

13 jason@kazlg.com

14 321 N Mall Drive, Suite R108

15 St. George, Utah 84790

16 Telephone: (800) 400-6806

17 Facsimile: (800) 520-5523

EXHIBIT A

DECLARATION OF JESSICA BAUTISTA

I, JESSICA BAUTISTA, declare:

1. On March 6, 2020, I purchased a two-night stay at the Legoland California Restort (the "Purchase").
2. At the time of my payment for the Purchase, I was residing in the County of Los Angeles, State of California.
3. Legoland California Resort is located at One Legoland Drive, Carlsbad, CA 92008, within the County of San Diego, California.
4. Also, it is my understanding that Merlin Entertainments Group U.S. Holdings Inc. does business in the County of San Diego, State of California.

I declare under penalty of perjury under the laws of California and the United States of America that the foregoing is true and correct, and that this declaration was executed on June 19, 2020.



Jessica Bautista

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Jessica Bautista

(b) County of Residence of First Listed Plaintiff Los Angeles
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Abbas Kazerounian, Kazerouni Law Group, APC
245 Fischer Ave, Suite D1, Costa Mesa, CA 92626
(800) 400-6808

DEFENDANTS

Merlin Entertainments Group U.S. Holdings Inc.; and Legoland California, LLC

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'20CV1128 GPC LL

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input checked="" type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	FEDERAL TAX SUITS
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
		IMMIGRATION		
		<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Cal. Civ. Code §§ 1750, et seq.

Brief description of cause:
Violations of the California Consumer Legal Remedies Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE: 06/19/2020 SIGNATURE OF ATTORNEY OF RECORD: s/ Abbas Kazerounian

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.